



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Acceptance of Improvements Under Underground Fuel Storage Tank Removal, 125 North Stockton Street Contract

MEETING DATE: August 18, 1993

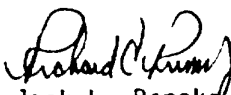
PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council accept the improvements under the "Underground Fuel Storage Tank Removal, 125 North Stockton Street" contract, and direct the Public Works Director to file a Notice of Completion with the County Recorder's office.

BACKGROUND INFORMATION: The contract was awarded to Semco of Modesto on November 4, 1992 in the amount of \$9,793.91. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

The contract completion date was March 26, 1993, and the actual completion date was March 22, 1993. The final contract price was \$17,093.58. The difference between the contract amount and the final contract price is mainly due to the handling and disposal of 28.5 cubic yards of contaminated soil and additional import, compaction, and asphalt concrete needed to fill and patch the excavation.

FUNDING: Originally Budgeted: 1992/93
Budgeted Fund: Capital Outlay Reserve Fund
Current Appropriation: \$33,600.00 (includes aboveground fuel tank installation)
Total Project Estimate: \$25,200.00


for Jack L. Ronsko
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

JLR/WKF/lm

cc: Purchasing Officer
Parks Superintendent

APPROVED



THOMAS A. PETERSON
City Manager



recycled paper

CC-1



MEMORANDUM, City of Lodi, Public Works Department

To: City Council
From: Public Works Director
Date: August 20, 1993
Subject: Transmittal of Information Requested by City Council at Its August 18, 1993 Meeting

The following items are included or attached per City Council's request:

1. Copy of purchase agreement between the City of Lodi and Robert Batch

This agreement includes the provisions for the use of the dirt at Westgate Park and outlines the responsibilities of the seller, Robert Batch, and the buyer, the City of Lodi.

2. Documentation on Underground Fuel Storage Tank Removal contract at 125 North Stockton Street *CC-901*

Enclosed is a copy of the final contract payment form showing the unit prices and the total work accomplished. Also attached is a copy of the signed contract agreement which outlines the bid unit prices and shows the additional items of work which may have to be included as part of contract payment if contaminated soil is found.

3. Signed Hale Park Improvements Contract Change Order No. 6

The change order included in the Council packet was not signed and the Council wanted to see a signed change order.

4. No-parking zone on Kettleman Lane fronting Flame Liquors and the City's Municipal Service Center

The staff recommendation for no parking fronting the Municipal Service Center and west of Flame Liquors is shown on the attached sheet. The staff recommendation provided for a 22-foot parking zone west of Flame Liquors' driveway. Also attached is a copy of Council minutes showing that Council extended the 22-foot parking area to 42 feet for the purpose of providing for additional on-street parking and/or truck parking.

5. Improvement Agreement Addendum for Lodi West Unit No. 1

As requested by Council, staff has confirmed that the figures in both the Agreement and the Council Communication are correct.

If you have any questions concerning any of this material, please contact me.


Jack L. Ronsko
Public Works Director

attachments: Robert Batch Agreement (9)
Underground Fuel Storage Tank (5)
Hale Park Improvements (1)
Kettleman Lane No-Parking Zone (3)

cc: City Manager
City Clerk

AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein contained, it is mutually agreed that:



August 18, 1993

RECEIVED

AUG 18 1993



Dennis Callahan
CITY OF LODI
PUBLIC WORKS DEPARTMENT
P.O. Box 3006
Lodi, CA 95241-1910

SUBJECT: PROPOSAL FOR SERVICES
PUBLIC SAFETY CHILLER REPLACEMENT

Dear Dennis:

We are pleased to submit this proposal to provide architectural and engineering services to replace the HVAC Chiller Unit for the Public Safety Building. The scope of work that this proposal is based upon is as follows:

SCOPE OF WORK

Replace two existing HVAC chiller units located in the Public Safety Building basement mechanical room with one new outside pad-mounted chiller unit. Provide redesign of equipment yard area and electrical service and hook-up of chiller.

The scope of services is as follows:

WENELL MATTHEIS BOWE, Architects

FEE

\$2,500

- Meeting with Client
- Site evaluation
- Demolition Plan and Site Plan
- Specifications
(not including City of Lodi "Boilerplate")
- Cost Estimate
- Coordination of consultant engineers
- Site construction inspections (3 trips)

ARCHITECTURE

PLANNING

INTERIORS

Larry Wenell

Tim Mattheis

Thomas Bowe

Architects

222

W. Locleford St.

Suite # 9

Lodi, California

95240

209 / 369-8258

FAX:

209 / 368-5098

STOCKTON

209 / 944-9110

SACRAMENTO

916 / 451-9268

WMB

93025394

City of Lodi
P.O. Box 3006
Lodi CA. 95241-1910

RECORDER'S OFFICE
JAMES M. JOHNSTONE

93 MAR -2 AM 8:00

RECORDED AT REQUEST OF
City of Lodi
EXEMPT FROM FEE

recording info
AGREEMENT

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WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein

A. Grantor shall deliver to City a grant deed for that certain real property in the County of San Joaquin, State of California, as shown on Exhibit A attached hereto, more particularly described as follows:

The TRUE POINT OF BEGINNING being S 89° 29' 40" E, 137.50 feet distant from the Southwest corner of the Northwest quarter of Section 3, T. 3N., R. 6 E., M.D.B. & M., as filed for record May 17, 1984, "Lodi Park West, Unit No. 3, in Book of Maps and Plats, Volume 26, Page 137, San Joaquin County Records and also on the centerline of Applewood Drive; thence continuing S 89° 29' 40" E, 1082.08 feet to the centerline of Evergreen Drive; thence S 06° 24' 42" E, 81.46 feet to the beginning of a curve; thence along a tangent curve to the right having a radius of 750 feet, a central angle of 09° 35' 18" and arc length of 125.51 feet; thence S 03° 10' 36" W, 248.62 feet to the beginning of a curve; thence along a tangent curve to the left having a radius of 1000 feet, a central angle of 05° 10' 36" and arc length of 90.35 feet; thence S 02° 00' 00" E, 149.01 feet; thence S 88° 00' 00" W, 30.00 feet; thence N 89° 29' 40" W, 812.78 feet; thence N 48° 38' 40" W, 126.00 feet; thence N 00° 02' 00" W, 288.00 feet; thence S 89° 58' 00" W, 147.50 feet; thence N 00° 02' 00" W, 326.00 feet to the POINT OF BEGINNING.

Containing 15.99 acres more or less.

2. The sales price shall be One Hundred Fifteen Thousand Dollars (\$115,000) per acre for a total of One Million Eight Hundred and Thirty Eight Thousand Eight Hundred and Fifty Dollars (\$1,838,850), which shall be payable as follows:

(A) Seller shall receive Ten Thousand Dollars (\$10,000) in cash at the time the deed is recorded by City.

- (B) Seller shall receive credit for any and all storm drainage fees due and payable on the eighty-four and eleven one-hundredths (84.11) acre remainder of the entire parcel owned by Seller payable at the storm drainage fee rate in effect at the time of development.
- (C) Seller shall also receive credit for park fees due and payable on the first eighteen and twenty one-hundredths (18.20) acres on the remainder parcel owned by Seller based on the portion of the upland basin property to be used as a park at the Parks and Recreation fee rate in effect at the time of development.
- (D) Insofar as such cash payment and credits for storm drainage and parks and recreation fees described above do not cover the purchase price to be paid by Buyer, Seller will be reimbursed the balance from storm drainage fees paid by other properties at such time as said properties develop. It is understood that payment of such storm drainage fees by other properties shall be the sole source of revenue for reimbursement of the balance due seller, and such reimbursement shall not be payable until funds are actually received by City.
3. (A) Seller shall be entitled to interest on the balance owed him in an amount equal to the annual percentage change of the Engineering News Record (ENR) 20 Cities Construction Cost Index. The balance due shall be calculated in January of each year beginning January 1994 by the following formula: $(\text{ENR January 1 of current year} \div \text{ENR January 1 of prior year}) \times (\text{balance due January 1 of the prior year less credits and payments made during the previous year})$. City shall provide a summary of balance credits, payments and adjustments to Seller each year.
- (B) Until paid in full, Seller shall be entitled to not less than forty percent (40%) of all available net drainage fee revenues received by the City during any year for reimbursement purposes commencing on the effective date of this agreement. Seller

acknowledges that City presently has other reimbursement agreements in place which shall have priority for repayment from such fees.

4. Seller, pursuant to plans approved in advance by City, shall at his own expense be responsible for preparation of plans and excavation of the drainage basin to City's specifications. Such excavation shall include:

- (A) Stripping and stockpiling of the top fifteen (15) inches of soil for use in the surface of the basin;
- (B) Over-excavation of basin by nine (9) inches;
- (C) Ripping the bottom of the basin to a depth of two (2) feet in one direction only;
- (D) The placement and rolling of the topsoil stockpiled; Seller will not be required to provide additional topsoil in the event the fifteen (15) inches stockpiled does not provide nine (9) inches of fill due to natural losses and/or compaction. Any soil in excess of the above nine (9) inches required for backfill may be disposed of by the Seller in any fashion he desires.
- (E) Provision by Seller of adequate sprinklers or other dust control methods during excavation of such basin;
- (F) Installation of temporary fencing during construction.

Seller may delegate this duty to an agent or a third party mutually agreed upon by the City. All other soil excavated may be retained, sold or disposed of by Seller. During such excavation, Seller or his designated agents shall provide proof of liability coverage, naming the City of Lodi as additional named insured in an amount of One Million Dollars (\$1,000,000).

5. Title to the property demised hereunder shall pass free of any liens or encumbrances except current taxes due, if any. Seller shall obtain

and provide to Buyer at the time title passes, a release of any and all liens, mortgages, or encumbrances on the portion of his property conveyed to the City under this agreement. Title insurance, documentary stamps, and escrow fees (if any) shall be the responsibility of Buyer. Title to the demised premises shall pass on execution of this agreement.

6. The rights to any reimbursements hereunder are deemed personal to Seller and shall not run with the land on the remainder of Seller's property, except the fee credits described in Section 2 above.
7. Excavation of the basin by Seller shall be accomplished prior to the acceptance by City of the first unit of any subdivision of the remainder parcel or not more than one year after execution of this agreement, whichever comes first.
8. City shall be responsible for installation of and all costs associated with the following items:
 - a) Six-foot (6') permanent chain link fence and mow strip;
 - b) Drainage system in the bottom of basin;
 - c) Basin turf and landscaping; and
 - d) Portion of street construction within the basin parcel and fifty percent (50%) of the street lights, water, sewer and storm lines fronting the basin parcel in accordance with applicable City ordinances;
 - e) All other on-site improvements.

City agrees to diligently pursue the completion of the basin/park including turfing and irrigation on a schedule compatible with Seller's development plans, taking into account the availability of funds for such projects.

9. It is agreed that time is of the essence. This agreement may be recorded and shall enure to the benefit of the heirs, successors, or assigns of Seller. In connection therewith, notice may be mailed to Seller at:

Robert R. Batch
1819 South Cherokee Lane, Unit #67
Lodi, CA 95240

- In the event a reimbursement due hereunder is unclaimed for two (2) years from the date of mailing, it shall revert to the City. It shall be Seller's responsibility to notify City of any change of address.
10. It is understood between the parties hereto that this sale/purchase agreement is executed under threat of eminent domain for the City's acquisition of land for a storm drainage basin. Had the parties hereto been unable to reach a mutually-agreeable resolution, the City Attorney was prepared to recommend to the City Council that a Resolution of Necessity to acquire said parcel by condemnation, be adopted by the City Council of the City of Lodi.
11. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
12. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

93025394

BUYER

SELLER

CITY OF LODI, a municipal
corporation

Thomas A. Peterson
THOMAS A. PETERSON
City Manager

Robert R. Batch
ROBERT R. BATCH

ATTEST:

APPROVED AS TO FORM:

Alice M. Reimcke
ALICE M. REIMCKE
City Clerk

Bob McNatt
BOB MCNATT
City Attorney

(2)
AGREBASN/TXTA.01V

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of San Joaquin

On 2/25/93 before me, Sharon Blaufus Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Thomas A. Peterson + Alice M. Reimcke
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and ac-
knowledgeed to me that ~~he/she~~ they executed
the same in ~~his/her~~ their authorized
capacity(ies), and that by ~~his/her~~ their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to
fill in the data below, doing so may prove
invaluable to persons relying on the document.

☐ INDIVIDUAL
☒ Municipal CORPORATE OFFICER(S)

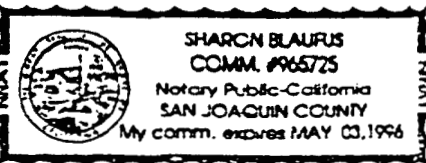
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

City of Lodi



WITNESS my hand and official seal.

Sharon Blaufus
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT AgreementNUMBER OF PAGES 7 + Ex. A DATE OF DOCUMENT 1/6/93SIGNER(S) OTHER THAN NAMED ABOVE Robert R. Batch

Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

93025394

EXHIBIT A



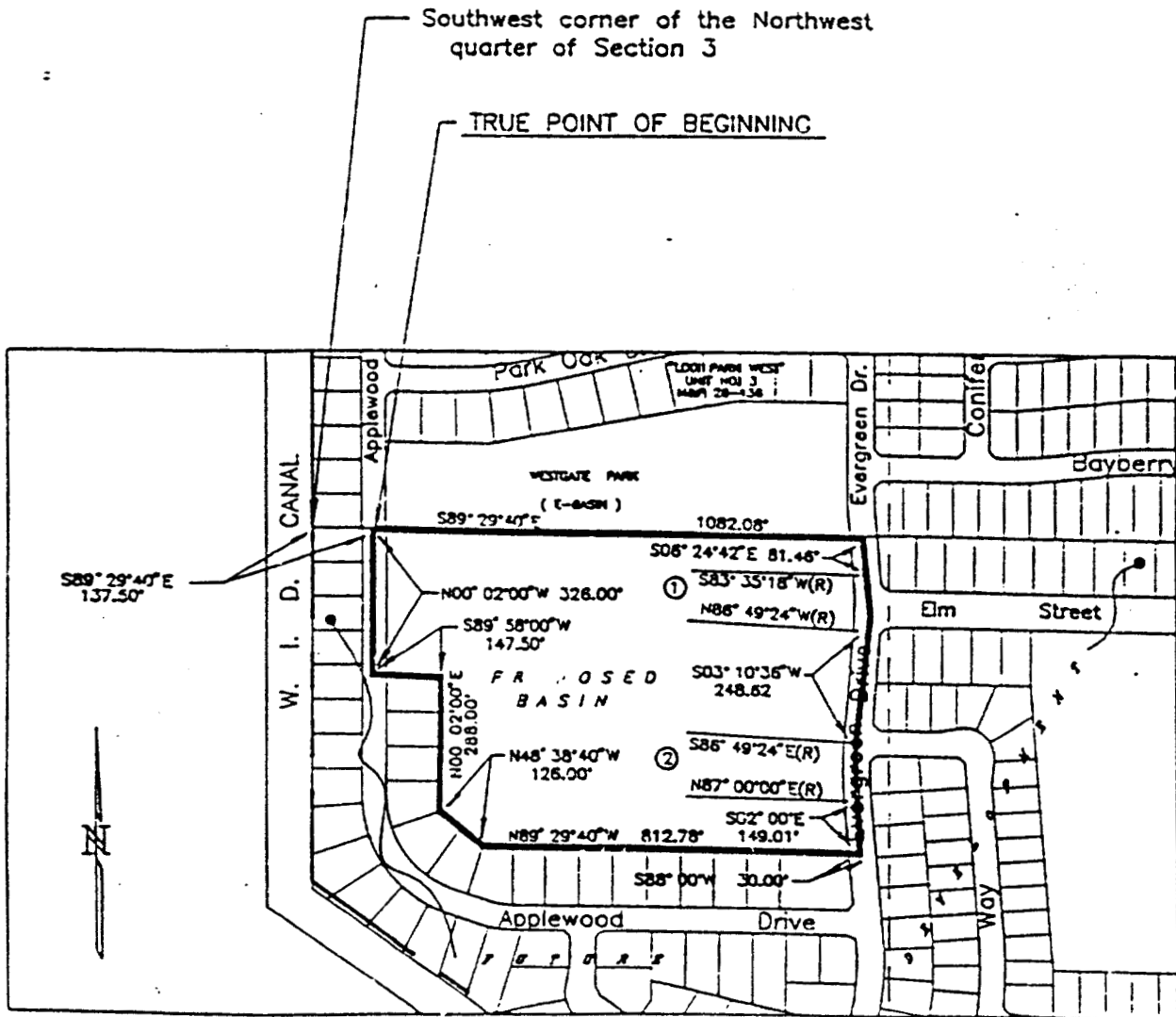
CITY OF LODI

PUBLIC WORKS DEPARTMENT

GRANT DEED

187 N. Lower Sacramento Ra.

029-030-33

CURVE DATA

① $R = 750'$
 $\Delta = 9^\circ 35' 18''$
 $L = 125.51'$
 $T = 62.90'$

② $R = 1000'$
 $\Delta = 5^\circ 10' 36''$
 $L = 90.35'$
 $T = 45.21'$



CITY OF LODI

PUBLIC WORKS DEPARTMENT

CONTRACT PAYMENT

PROJECT UNDERGROUND FUEL STORAGE TANK REMOVAL
125 North Stockton Street

ESTIMATE NUMBER 2

CONTRACTOR James C. Bateman Petroleum Services
DBA SEMCO
431 West Hatch Road
Modesto, CA 95351

ACCOUNT NUMBERS

A 121.0-760.09
B _____
C 17.1-400.05
D 19.1-450.07
E Split accounts as indicated

ITEM	TOTAL WORK DONE TO DATE	UNITS	ITEM	ACCT	UNIT PRICE	AMOUNT
1.	100	7	LS Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle			
			Slab, Asphalt Paving	IA HS	3,325 71	3 325 17
2.	90	6	GAL Fuel and Rinsate Disposal/			
			Hazardous Waste Manifest	IA	1 95	125 150
3.	100	7	LS Disposal of Fuel Tank and Tank			
			Tracking	IA	200 00	200 100
4.	5	10	EA Soils Test (Est.)	IA	250 00	1250 100
5.			LS Soils Report		Included	
6.	100	7	LS Permit (Closure of Underground			
			Tank)	IA	234 00	234 100
7.	4	0	HR Health Inspector (Fees/Rate) (Est.)	IA	78 00	312 100
8.	14	22	TON Import Borrow	IA	25 72	1451 174
9.	14	22	TON Compaction of Backfilled Import			
			Borrow	IA	36 95	2372 193
10.	20	6	TON Asphalt Concrete Paving	IA	214 71	4294 20
11.			LS Excavation Safety		Included	
			ADDITIONAL ITEMS OF WORK			
A.			CY Additional Excavation (as			
			required to remove contaminated			
			soil)	IA HS	25 00	
B.	28	5	CY Handling and Disposal of			
			Contaminated Soil	IA	115 00	2277 150
C.			HR Crew Standby Charge for			
			Sampling Soil (for samples in			
			excess of 5 samples)	IA	150 00	

% WORK COMPLETED:

100

TOTAL VALUE OF WORK DONE TO DATE 17093 155
LESS 10 PER CENT RETENTION 1709 134
TOTAL DUE TO DATE 15384 122
LESS PREVIOUS PAYMENTS 8605 127

MADE BY W. J. J.

(#DAYS

& S

/DAY) LESS LIQUIDATED DAMAGES

CHECKED BY

BALANCE DUE ON THIS ESTIMATE 6778 195

CONTRACT PRICE 59,793.91

APPROVED FOR PAYMENT OF \$ 6778 195

BY W. J. J.

DATE 6-15-83

FOR CONTRACT PAY VOUCHER

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and James C. Bateman Petroleum Services, Inc., DBA SEMCO, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans

The January 1988 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to remove one 2,000 gallon single-wall steel underground fuel storage tank, piping, concrete dispenser island, dispenser, vehicle slabs and adjacent asphalt concrete paving. The work shall also include all permits, inspection fees, draining, cleaning and purging of fuel lines and tank, disposal and tracking of tank, soil tests and report of test results, all excavation, backfill, import borrow, compaction and grading to return the site to its original condition and other incidental and related work, all as shown on the plans and specifications for the project.

BID ITEMS

ITEM NO. DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1. Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle Slab, Asphalt Paving	LS		\$3,325.71	\$3,325.71
2. Fuel and Rinsate Disposal/Hazardous Waste Manifest	GAL	100	\$ 1.95	\$ 195.00
3. Disposal of Fuel Tracking	Tank and Tank LS		\$ 200.00	\$ 200.00
4. Soils Test (Est.)	EA	6	\$ 250.00	\$1,500.00
5. Soils Report	LS		\$Included	\$Included

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
6.	Permit (Closure of Underground Tank)	LS		\$ 234.00	\$ 234.00
7.	Health Inspector (Fees/Rate) (Est.)	HR	4	\$ 78.00	\$ 312.00
8.	Import Borrow	TON	30	\$ 25.72	\$ 771.60
9.	Compaction of Backfilled Import Borrow	TON	30	\$ 36.95	\$1,108.50
10.	Asphalt Concrete Paving	TON	10	\$ 214.71	\$2,147.10
11.	Excavation Safety	LS		\$Included	\$Included
TOTAL BASE BID					\$9,793.91

ADDITIONAL ITEMS OF WORK

A.	Additional Excavation (as required to remove contaminated soil)	CY	1	\$ 25.00	\$ 25.00
B.	Handling and Disposal of Contaminated Soil	CY	1	\$ 115.00	\$ 115.00
C.	Crew Standby Charge for Sampling Soil (for samples in excess of 6 samples)	HR	1	\$ 150.00	\$ 150.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS, additional time will be allotted for permit process/tests/plan review.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

By: Richard C. Hamilton

VICE PRESIDENT
Title

(CORPORATE SEAL)

CITY OF LODI

By: Gregory Pennino
Mayor

Date: 1/28/93

Attest:

Jennifer M. Penner
City Clerk

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS, additional time will be allotted for permit process/tests/plan review.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

By: Richard C. Hamilton

VICE PRESIDENT
Title

(CORPORATE SEAL)

CITY OF LODI

By: Giuseppe Pennino
Mayor

Date: 1/28/93

Attest:

Jennifer M. Penner
City Clerk

CWO

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 6

Sheet 1 of 1Date August 10, 1993Account No. 45.7-760.60

PROJECT: HALE PARK IMPROVEMENTS, 208 East Locust St.

CONTRACTOR: BRCO Constructors

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Remove existing sprinkler system and
provide additional topsoil.

Agreed upon price \$1,386.00

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 1,386.00	0.3 %
Previous Change Orders	\$ 79,413.25	
Total Cost of All Change Orders to Date	\$ 80,799.25	15.0 %
Contract Price, including all Change Orders, will be:	\$ 538,799.25	

Time of completion will be adjusted as follows: no adjustment to working days

Submitted by M. Fujitani Date 8-10-93
 Approval Recommended Richard W. Smith Date 8-11-93
 Approved, Public Works Director John Smith Date 8-24-93
 Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 8/24/93 Contractor BRCO Const., Inc.
 By BR Smith Title President

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

CCOHALE6/TXTW.02M



CITY OF LODI

PUBLIC WORKS DEPARTMENT

KETTLEMAN LANE
ACCESS TO MSC/ANIMAL SHELTER
"NO PARKING" ZONE

KETTLEMAN LANE (STATE HIGHWAY 12)

W.I.D. CANAL

189'

MUNICIPAL
SERVICE
CENTER

72'

PROPOSED "NO PARKING"
ZONES

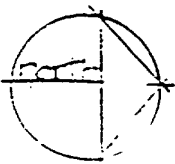
ANIMAL
SHELTER

157'

22'

FLAME
LIQUOR

HAM LANE



- b) Approved the inclusion of the excess widening on Highway 12 and the signal relocation at Highway 12 and Lower Sacramento Road as impact fee funded projects.

The motion carried by the following vote:

Ayes: Council Members - Pennino, Sieglock, and Pinkerton (Mayor)

Absent: Council Members - Hinchman

Abstain: Council Members - Snider

"NO PARKING" ZONE 1345 WEST KETTLEMAN LANE (STATE HIGHWAY 12), AT ACCESS TO THE MUNICIPAL SERVICE CENTER/ANIMAL SHELTER

RESOLUTION NO. 91-233

CC-48(e)
CC-300

The City Council was advised that the Engineering Division has received a request for the installation of a "no parking" zone on Kettleman Lane adjacent to the driveway access to the MSC and Animal Shelter. Trucks and other vehicles parking on Kettleman Lane adjacent to this driveway make it difficult for drivers to see approaching vehicles while exiting onto Kettleman Lane. Exiting is especially difficult for drivers of large trucks laden with equipment or towing supplies such as power poles.

Engineering staff has surveyed this location to determine truck parking and parking demand. The results of the survey indicate that, on several occasions, staff has observed trucks and other vehicles parking adjacent to this driveway. Overall parking demands in the area appear to be minimal. Available accident records, from 1988 to the present, indicate that there have been no accidents at this location.

In order to provide adequate sight distance for vehicles exiting from this driveway, staff recommended that Council approve the installation of 157 feet of "no parking" east of the driveway and 72 feet west of the driveway. The entire length of this "no parking" zone lies in front of City owned property.

Caltrans approval is required for this "no parking" zone after City Council approval.

Following discussion, on motion of Council Member Snider, Pinkerton second, the City Council adopted Resolution No. 91-233 approving the installation of a "No Parking" zone on the north side of Kettleman Lane adjacent to the driveway

inued December 18, 1991

089

↑ access to the Municipal Service Center (MSC) and Animal Shelter. Forty-two feet of parking area will be provided immediately west of the Flame Liquor westerly Kettleman Lane driveway. ↑

IC WORKS LOCAL AREA NETWORK
PHASE CONCEPT APPROVED

OLUTION NO. 91-235

2(d)
00

The City Council was reminded that as part of the 1991/92 operating budget, the City Council approved the purchase of a microccomputer local area network for the Public Works Department. This purchase was a major part of the previously approved switch from a minicomputer-based, limited use, drafting system to a more flexible, less expensive microcomputer-based system. This switch was approved by the Council in March 1991.

The budget request for the network was for \$49,000. In light of budget restrictions, it was decided to phase the work; thus \$30,000 was approved in the budget with the following funding:

\$7,500	Sewer Fund
\$7,500	Water Fund
\$7,500	Gas Tax
\$7,500	Equipment Fund

Now that we have completed the drafting switch to microcomputers, the need for the local area network to share drawings and the plotter is more critical than ever. In our budget request we assumed we would go to bid for a complete turn-key package. However, through our research and preparatory training we have concluded that the City would be better served by purchasing the various system components separately and setting up the network ourselves. We would still obtain price quotes on the components from various vendors. We will save resale markup and installation costs. We will also be able to select and purchase the components on our schedule rather than specifying and purchasing everything in one lump sum. We propose to make limited use (not to exceed \$2,000) of a local consultant to help select some of the hardware and assist in the initial set up.

In this way, our staff will have a much better knowledge of the system and will be able to add users and make system changes without an expensive on-going support contract. Thus we will save money in the long run as well as in the short term.

The components of the system will cost less than \$5,000 apiece, so our normal informal purchasing procedures can be

CITY COUNCIL MEETING
August 18, 1993

REQUEST TO INCREASE PET LICENSING FEES

Marty Yoder, 101 East Lodi Avenue, Lodi; Pat Sherman, 708
Reising, Lodi; and Bob Lonzo, 1801 Amber Leaf Way, Lodi
presented a report regarding pet fair and pet licensing
fees. This matter will be brought back at a future Council
meeting.

FILE NO. CC-56 AND CC-65



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Communications (July 29, 1993 through August 11, 1993)

MEETING DATE: August 18, 1993

PREPARED BY: City Clerk

RECOMMENDED ACTION:

AGENDA ITEM

RECOMMENDATION

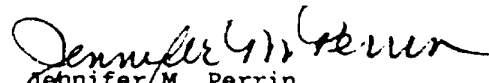
Discussion and appropriate action.

BACKGROUND INFORMATION:

The following communication was received between the dates of July 29, 1993 and August 11, 1993.

The attached information (marked Exhibit A) was received from Mart Yoder regarding pet fair and pet licensing fees. Representatives will be present to make a brief presentation.

FUNDING: None required.


Jennifer M. Perrin
City Clerk

JMP

COUNCOM8/TXTA.02J/COUNCOM

APPROVED _____

THOMAS A. PETERSON
City Manager



recycled paper

EXHIBIT A

LODI PET FAIR '93

Lodi Pet Fair '93, sponsored by Robinsons Feed Co., is an event planned as a fundraiser for Animal Friends Connection and The Delta Humane Society.

This is to become an annual event to: **Promote humane education, proper pet health care, pet licensing & how to control pet over-population.**

The Lodi Pet Fair will be held at Tony Zupo Field, next to the Lodi Grape Bowl. Lodi is an ideal location for all those who attend from the Central Valley, Foothills, and the Bay Area.

The date for this exciting event will be Sunday Oct. 3, 1993, 9:00 A.M to 5:00 P.M. This ties in with Monday Oct. 4th, St. Francis of Assisi Day, Patron Saint of the Animals. The Fair will close with an Animal Blessing.

Organized by: Pat Sherman, Board Member of The Delta Humane Society, & Animal Friends Connection, & By: Marty K. Yoder, Buyer For Robinsons Feed Company. All persons involved are volunteering their time. Donations, raffle prizes & volunteers are all needed.

Some, but not all of the activities planned for the day are: Obedience Clinics, Grooming Demos, Dental Hygiene, Law Enforcement K-9's, Agility Demonstrations, Search & Rescue K-9s, Shot Clinic, Amnesty Day For Pet Licensing, Pet Sitting, Flea Dip, Border Collie Herding Demonstrations, LLama's as Pack Animals, Drug Dogs, Veterinarian Talks, Childrens Pet Parade, Live Music, Breed Rescue Groups, Exotic Animal Groups, as well as Concessions & Raffles. Admission will be \$1.50 for adults, \$1.00 for children & seniors, \$5.00 for a family of 5 or more, **Pets admitted Free!!**

Advertising, & Sponsorships are being sold to raise money.

We thank you for any consideration given to this worthy event.

LODI PET FAIR 93'

This event is planned as a fundraiser for *Animal Friends Connection*, and the *Delta Humane Society*. It is also to promote Humane Education, Proper Pet Care, Pet Licensing, and how to Control Pet Overpopulation.

Date: Sunday Oct. 3, 1993. It ties in with Oct. 4th, St. Francis of Assisi, Patron Saint of Animals.

Time: 9:00 am. to 5:00 pm.

Location: Tony Zupo Field (Next to the Grape Bowl), Lodi, Ca.

Organizers: Marty K. Yoder 368-2716
Buyer
Robinsons Feed Co.

Pat Sherman 333-1239
Board Member of
Delta Humane Society.
Animal Friends Connection

Comment: This event has promoted tremendous interest & excitement, we plan to make this an annual event. Lodi is an ideal location for all those who will attend from Sacramento, Stockton, Elk Grove, Galt, Modesto, and the Mother Lode.

Comment: All persons involved in this event are donating time & supplies and are working on a very small budget. We would appreciate any consideration that you can give in the matter of donations & support. Thank You.

Respectively Submitted:

Pat Sherman

Marty K. Yoder

[illegible]


1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

1. The first part of the paper is devoted to the study of the properties of the solutions of the system of equations (1) in the case of a homogeneous medium. It is shown that the solutions of this system are unique and that they depend continuously on the data of the problem. The second part of the paper is devoted to the study of the properties of the solutions of the system of equations (1) in the case of an inhomogeneous medium. It is shown that the solutions of this system are unique and that they depend continuously on the data of the problem. The third part of the paper is devoted to the study of the properties of the solutions of the system of equations (1) in the case of a medium with a variable refractive index. It is shown that the solutions of this system are unique and that they depend continuously on the data of the problem.

1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

[illegible][illegible][illegible]

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.



Misdemeanor: Violation Reduced to Infraction by County Ordinance.

(Gen. 25132.) (a) Violation of a county ordinance is a misdemeanor unless by ordinance it is made an infraction. Such a violation may be prosecuted by county authorities in the name of the people of the State of California, or redressed by civil action.

(b) Every violation determined to be an infraction is punishable by (1) a fine not exceeding ~~four hundred dollars (\$400)~~ ²⁵⁰ for a first violation, (2) a fine not exceeding ~~one thousand dollars (\$1,000)~~ ⁵⁰⁰ for a second violation of the same ordinance within one year, (3) a fine not exceeding ~~two hundred fifty dollars (\$250)~~ ⁵⁰⁰ for each additional violation of the same ordinance within one year. (*Amended 1975*) (*Gov. M.A. 1972*)

Preservation of Health of Domestic Livestock: Payment of Expenses.

(Gen. 25800.) The board of supervisors shall adopt orders and enact ordinances not in conflict with state or federal law, necessary for the preservation of the health of domestic livestock, and provide for the payment of all expenses incurred in enforcing them. The expenses of enforcement are a county charge and are payable in the same manner and out of the same fund, as other county charges are paid. (*Amended 1971*)

Constable to Perform Duties of Poundmaster.

(Gen. 27822.) If a pound district is created by the board of supervisors pursuant to law and no pound master is appointed for the district or if appointed has not qualified, the constable shall perform the duties of the poundmaster in district, in the judicial district for which he is elected or appointed and shall collect for his services the fees allowed by law to poundmasters. (*Amended 1947, last amended 1951*)

City Ordinance May Reduce Misdemeanor to Infraction.

Maximum Penalties.

(Gen. 36900.) (a) Violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction. Such a violation may be prosecuted by city authorities in the name of the people of the State of California, or redressed by civil action.

(b) Every violation determined to be an infraction is punishable by (1) a fine not exceeding fifty dollars (\$50) for a first violation, (2) a fine not exceeding one hundred dollars (\$100) for a second violation of the same ordinance within one year, (3) a fine not exceeding two hundred fifty dollars (\$250) for each additional violation of the same ordinance within one year. (*Amended 1973, amended 1974*)

City Authority to License Dogs: Maximums: Half-Pike for Spay/Neuter.

(Gen. 38792.) (a) The legislative body of a city may impose and collect a license fee for a period not to exceed two

years and not exceeding the cost of services relating to dogs, including, but not limited to, animal shelters and control and the programs specified in Section 46632 of the Food and Agricultural Code, provided by the city, on every dog owned or harbored within the city limits. The license fee for spayed or neutered males shall be 50 percent of the license fee otherwise imposed.

(b) In addition to the authority provided in subdivision (a), the legislative body of a city may impose and collect a license fee, as described in subdivision (a), for a period not to exceed three years for dogs that have attained the age of 12 months or older and have been vaccinated. The person from whom the license fee is collected pursuant to this subdivision may choose a license period of one, two, or three years. However, when imposing and collecting a license fee pursuant to this subdivision, the license period shall not extend beyond the remaining period of validity for the current rabies vaccination. The license fee for spayed bitches and neutered males under this subdivision shall not exceed 50 percent of the license fee otherwise imposed. (*Amended 1949, last amended 1960*)

Dogs: Seizure and Impoundment on Private Property.

(Gen. 50724.) Notwithstanding any other provision of law or any local ordinance, an officer or employee of any animal control agency shall not seize or impound a dog for the violation of an ordinance requiring a dog to be leashed or on private property, or for violation of such ordinance when the dog has not been vaccinated, or is upon private property owned by the dog owner or the person who has a right to control the dog, or upon private property to which the dog owner or person who has a right to control the dog has a right of possession.

A dog that has strayed from but then returned to the private property of his owner or the person who has a right to control the dog shall not be seized or impounded, but in such a case a caution may be issued, provided, however, that if in such a situation the owner or person who has a right to control the dog is not home, the dog may be impounded, but the officer or employee of any animal control agency shall post a notice of such impounding on the front door of the living unit of the owner or person who has a right to control the dog. Such notice shall state the following: that the dog has been impounded, where the dog is being held, the name, address and telephone number of the agency or person to be contacted regarding release of the dog, and an indication of the ordinance a specified period of time by its owner or by the person who has a right to control the dog.

This section shall not otherwise affect existing authority to seize or impound a dog or issue cautions, as a result of a dog's being on property other than that owned by its owner or the person who has a right to control the dog.

ment open to public inspection (*Unrevised 1933, last amended 1969*.)

Fee.

(Ed. & Agr. 30804.1) The fee for the issuance of the dog license tag is fifty cents (\$0.50). The board of supervisors may, however, increase the fee. (*Unrevised 1933, last amended 1967*.)

Half Fee for Spayed or Neutered Dogs.

(Ed. & Agr. 30804.5.) Whenever dog license tags are issued pursuant to this division, any such tag shall be issued for one-half or less of the fee required for a dog, if a certificate is presented from a licensed veterinarian that the dog has been spayed or neutered. (*Unrevised 1933*.)

Compensation of Clerk or Animal Control.

(Ed. & Agr. 30805.) The board of supervisors shall fix the compensation of the county clerk or animal control department for issuing dog license tags. (*Unrevised 1933, last amended 1969*.)

Animal Control.

(Ed. & Agr. 30806.) In any county that does not have an animal control department, the county clerk shall perform the functions assigned to the county animal control department in this chapter (Sections 30801-30806). (*Unrevised 1969*.)

Collar and Tag.

(Ed. & Agr. 30951.) It is unlawful for any person to own, harbor, or keep any dog over the age of four months, or to permit such a dog which is owned, harbored, or controlled by him to run at large, unless the dog has attached to its neck or leg a substantial collar on which one of the following is inscribed:

(a) A metal tag which gives the name and pet office address of the owner.

(b) A metal license tag which is issued by the authority of a county, city and county, or any municipal corporation for the purpose of identifying the dog and designating the owner. (*Unrevised 1963, last amended 1967*.)

Tagging a Dog Not Described in Application.

(Ed. & Agr. 30952.) It is unlawful for any person to attach a license tag to the collar of any dog except the dog which is described in the application for such license tag. (*Unrevised 1933, last amended 1967*.)

Unlawful Killing, Injuring or Impounding.

(Ed. & Agr. 30953.) Except as otherwise provided in this division, it is unlawful for any person to kill, injure, or im-

pound any dog, if the owner of the dog has complied with the provisions of this division. (*Unrevised 1933, last amended 1967*.)

Female in Heat; Permitting to Run at Large.

(Ed. & Agr. 30954.) It is unlawful for any person to permit any female dog which is owned, harbored, or controlled by him, to run at large at any time during the period when the dog is in heat or breeding condition. (*Unrevised 1933, last amended 1967*.)

Running at Large on Farm; Prohibited; Exceptions.

(Ed. & Agr. 30955.) It is unlawful for any person to permit any dog which is owned, harbored, or controlled by him to run at large on any farm on which livestock or domestic animals are kept, without the consent of the owner of the farm, except for herding livestock, hunting or sporting purposes, or any competitive trials when the dog is within reasonable control or call of his owner or the agent of his owner. (*Unrevised 1933, last amended 1967*.)

Dogs; Livestock; Restitution.

(Ed. & Agr. 30956.) In an action for violation of Section 30955, the court may stay imposition of a sentence and order the defendant to compensate the owner of the farm in an amount equal to the cost of the damage done by the defendant's dog. If the defendant refuses to compensate the owner under this section, the court shall impose the appropriate sentence.

Acceptance by the owner of compensation under this section precludes that person from bringing an action under any other law for damages caused by the defendant's dog.

(*Unrevised 1981*.)

Seizure and Impounding.

(Ed. & Agr. 31101.) Any dog which is found running at large without the identification tag or dog license tag which is required pursuant to Section 30951 may be seized and impounded by any peace officer. (*Unrevised 1933, last amended 1967*.)

Killing Dog; Worrying, etc.; Livestock or Poultry.

(Ed. & Agr. 31102.) Except in an area in which the provisions of Article 2 (Sections 31151 through 31154) of this chapter apply or as otherwise provided in Section 31104, any person may kill any dog in any of the following cases:

(a) The dog is found in the act of killing, wounding, or persistently pursuing or worrying livestock or poultry on land

(c) Any deposit not claimed under subdivision (a) shall be used only for the following purposes:

- (1) A public education program to prevent overpopulation of dogs and cats.
- (2) A program to spay or neuter dogs and cats.
- (3) A follow-up program to assure that animals sold or given away by the pound or shelter are spayed or neutered.
- (4) Any additional costs incurred under this section.
- (d) Public pounds, society for the prevention of cruelty to animals shelters, and humane shelters may enter into cooperative agreements with each other and with veterinarians in carrying out this section. (Enacted 1985.)

Disposition of License Fees and Fines: (Claim for Killed Livestock.)

(Ed. & Agr. 30651.) As used in this chapter (Sections 30651-30655), "livestock" includes domestic flocks and fads. (Enacted 1983, last amended 1987.)

(Ed. & Agr. 30652.) All fees for the issuance of dog license tags and all fines collected pursuant to this division shall be paid into the county, city, or county treasury, as the case may be, and shall be used:

- (a) First, to pay fees for the issuance of dog license tags.
- (b) Second, to pay fees, salaries, costs, expenses, or any ordinance which are made pursuant to this division.
- (c) Third, to pay damages to owners of livestock which are killed by dogs.
- (d) Fourth, to pay costs of any hospitalization or emergency care of animals pursuant to Section 3971 of the Penal Code. (Ed. & Agr. 30653.) Each such claim for damages is governed by Part 4 (commencing with Section 9400) and Part 1 (Government Code), except that the claim, as presented, shall be accompanied by the affidavits of two disinterested witnesses executed within four days after the finding of the carcass of the animal. (Enacted 1983, last amended 1987.)

(Ed. & Agr. 30654.) The affidavit shall state the value of the livestock and establish the fact that the livestock was killed by a dog. (Enacted 1983, last amended 1987.)

(Ed. & Agr. 30655.) If a claim is allowed, it shall be paid from the fund which is provided for in this chapter in the same manner as other claims against the county are paid. (Enacted 1983, last amended 1987.)

Alternative (Claim Procedure: Animal Control Officer.)
(Ed. & Agr. 30656.) (a) Any county, city, or county may, by ordinance, elect to utilize the provisions of this section in lieu of Sections 30653 and 30654.

(b) The claim for damages to livestock, in addition to being governed by Part 4 (commencing with Section 9400) and Part 1 (Government Code), shall be accompanied by a statement by the local animal control officer relating to the probable cause of death of the animal and by proof submitted by the owner of the livestock to establish the value of the animal.

(c) The statement submitted by the local animal control officer shall set forth the facts upon which the officer's statement is based and shall indicate whether, to the best of the officer's knowledge, the animal was killed by a dog. (Enacted 1983.)

County Authority to License Dogs.

(Ed. & Agr. 30801.) (a) A board of supervisors may provide for the issuance of serially numbered metallic dog licenses pursuant to this section. The dog licenses shall be:

- (1) Stamped with the name of the county and the year of issue.
- (2) Unless the board of supervisors designates the animal control department to issue the licenses, issued by the county clerk directly or through judges of justice or municipal courts.
- (b) The licenses shall be issued for a period of not to exceed two years.
- (c) In addition to the authority provided in subdivisions (a) and (b), a license may be issued, as provided by this section, by a board of supervisors for a period not to exceed three years for dogs that have attained the age of 12 months, or older, and who have been vaccinated against rabies. The person to whom the license is to be issued pursuant to this subdivision may choose a license period as established by the board of supervisors of up to one, two, or three years. However, when issuing a license pursuant to this subdivision, the license period shall not extend beyond the remaining period of validity for the current rabies vaccination. (Enacted 1983, last amended 1987.)

Application
(Ed. & Agr. 30802.) In an application for a dog license tag shall state the age, sex, color, and breed of the dog for which the license is desired and the address of the owner. (Enacted 1983, last amended 1987.)

Endorsement of Tag Number.
(Ed. & Agr. 30803.) The county clerk or animal control department shall endorse upon the application for a dog license tag the number of the license tag issued.

All applications which have been endorsed shall be kept on file in the office of the county clerk or animal control department.